

DOC Docket No. PT6201/M-03-1618
Attachment 1
PUBLIC VERSION

Exhibit H-2

Network Upgrades

[PRIVILEGED DATA BEGINS]

<u>Site</u>	<u>BTS/Misc/Nortel</u>	<u>Ant/Line</u>	<u>Civil</u>	<u>Total</u>
-------------	------------------------	-----------------	--------------	--------------

[PRIVILEGED DATA ENDS]

CMS St Cloud

DOC Docket No. PT6201/M-03-1618
Attachment 4

Basic Universal Service Offering

Informational Tariff

1) APPLICATION OF THE TARIFF

- a) This informational Tariff ("Tariff") contains a description of, and is applicable only to, Cellular Mobile Systems of St. Cloud dba Cellular 2000's ("CMS" or the "Company") Basic Universal Service ("BUS") offering. BUS is offered to customers of the Company. This Tariff is filed pursuant to Minnesota Public Utilities Commission ("MPUC" or "Commission") Order _____ ("Order"), dated _____ in MPUC Docket _____.
- b) This Tariff is applicable only to the Company's wireless BUS service offering utilizing wireless local loop terminal equipment or handsets compatible with the Company's CMRS network. This Tariff shall be read and interpreted in conjunction with the provision of BUS wireless service offered under this Tariff and the Company's standard "TERMS AND CONDITIONS OF AGREEMENT" contained within CMS's "Customer Service Agreement", hereafter referred to as the "STANDARD TERMS". A copy of the Company's STANDARD TERMS is included for reference as an attachment to this Tariff. The Company reserves the right to change its STANDARD TERMS from time to time. The Company will forward to the MPUC a copy of any revised STANDARD TERMS upon the issuance of such change. This Tariff makes reference to certain Sections of the Company's STANDARD TERMS and, where referenced in this Tariff, the Company's STANDARD TERMS shall apply except that, in case of conflict between this Tariff and the STANDARD TERMS, the provisions of this Tariff shall control and supercede the STANDARD TERMS with respect to the subject matter hereof. Where the terms of this Tariff are relied upon to resolve any such conflict that may arise between this Tariff and the STANDARD TERMS, unaffected Sections of the STANDARD TERMS shall remain in full force and effect and shall not be affected. This Tariff will be deemed to automatically supercede any conflicting terms and conditions of the STANDARD TERMS.

2) BUS PLAN TERMS AND CONDITIONS

- a) The Company offers its BUS plan at the rates shown in Section 10, PRICING. The following features are included in the basic monthly charge for the Company's BUS.
 - i) Single Party, Voice Grade Access to the Public Switched Telephone Network: The Company's BUS service provides single-party, voice grade access to the public switched network.

- ii) Local Calling Scope: The BUS service provides customers with unlimited local usage that allows customers to originate and terminate calls within the local calling scope, as described in Section 11, CALLING SCOPE, at no additional charge.
- iii) DTMF or Equivalent Signaling: The Company provides out-of-band digital signaling and in-band multi-frequency ("MF") signaling that is functionally equivalent to Dual Tone Multi-Frequency ("DTMF") signaling.
- iv) Access to Emergency Services: Customers may dial 911 to access emergency services throughout the Company's service area.
- v) Access to Operator Services: Customers can reach operator services by dialing "0".
- vi) Access to Directory Services: Customers are able to dial "411" or "555-1212" to reach directory assistance from their mobile phones. The Company does not nor does it plan to publish or provide a white or yellow page paper directory.
- vii) Access to Long Distance Interexchange Services: Customers may originate long distance calls that terminate outside the local calling scopes described in Section 11, CALLING SCOPE. The Company provides long distance service for calls not within the local calling scopes listed in Section 11, CALLING SCOPE, at the rate shown in Section 10, PRICING. In addition, and for all international calls other than calls to Canada, customers may access other long distance companies' interexchange services by dialing their preferred long distance carrier's toll free access number, or by the use of calling cards or pre-paid calling cards. Customers cannot access 900 numbers with this service.
- viii) Toll Blocking Service: Toll blocking service is offered to any BUS customer including Lifeline customers at no charge.
- ix) Service for Qualifying Low Income Customers: Certain, qualifying customers are eligible for the Company's Lifeline and LinkUp service. Lifeline service provides for reductions to a qualifying customer's monthly access charge. LinkUp service provides for reductions to a qualifying customer's connection charge. The Company's Lifeline and LinkUp programs, including qualifying criteria, comply with the rules as set forth in Sections 54.400-54.417 of the Federal Communications Commission's ("FCC") Rules. Please contact the Company for more information. The Company also participates in the State of Minnesota's Telephone Assistance Plan ("TAP").

b) Additional Terms and Conditions Governing the Provision of BUS Service

- x) While BUS service can, in most applications, be considered a mobile service, BUS service is intended to provide optimal service at the customer's location.

The term "CUSTOMER LOCATION" is defined as "the customer's residence or place of business as evidenced by the billing address provided by the customer at the time service is initiated". Whenever a customer uses the Company's BUS service, whether at the CUSTOMER LOCATION or if mobile within their local calling area, BUS service is provided as described in Section 1 of the Company's STANDARD TERMS.

xi) As described in Section 7, LIMITATIONS OF SERVICE, below, additional optional equipment may be provided to the customer to provide improved service quality at the CUSTOMER LOCATION. Charges for additional equipment are described in Section 10, PRICING.

xii) BUS service does not include the ability of the customer to roam on another carrier's network or outside the customer's local calling area.

xiii) A BUS customer must notify the Company within 30 days of any change to its CUSTOMER LOCATION. If a customer moves outside the Company's licensed service area, BUS service must be disconnected. If a customer moves within the Company's licensed service area, but outside the original calling scope of the BUS service as determined by the CUSTOMER LOCATION at the initiation of BUS service, one or more of the following actions may be required:

(1) A change to the customer's calling scope;

(2) A change to the customer's telephone number;

3) OPTIONAL SERVICES AVAILABLE TO BUS PLAN SUBSCRIBERS

a) The following services are available to BUS customers for additional charges as shown in Section 10, PRICING:

i) Long Distance Calling

ii) Caller ID

iii) Call Waiting

iv) Call Forwarding

v) Directory Assistance

4) CONNECTION, DISCONNECTION AND DEPOSITS

a) A one-time Connection Fee will be assessed when customers initiate BUS service with the Company. See Section 10, PRICING.

- b) A deposit of up to \$200 may be required of certain customers. Deposits are not required of customers electing Toll Blocking service.
- c) The Company may disconnect the BUS Service by providing at least five days' written notice (excluding Saturdays, Sundays, and legal holidays or at any time when the Company's business offices are not open to the public), except where an emergency exists, under the following conditions:
 - i) for failure of the customer to pay a bill when due;
 - ii) for failure of the customer to meet the Company's deposit and credit requirements;
 - iii) for failure of the customer to make proper application for service;
 - iv) for customer's violation of any of the Company's tariffs on file with the Commission;
 - v) for failure of the customer to permit reasonable access to any Company equipment or property;
 - vi) for customer's breach of the contract for service between the Company and the customer;
 - vii) for failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or
 - viii) when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction over the Company.
- d) The Company may disconnect the service at any time and without notice under the following conditions:
 - i) in the event of tampering with the Company's equipment;
 - ii) in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to an employee of the Company; or
 - iii) in the event of a customer's use of the equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

5) SPECIAL PROMOTIONS

From time to time, the Company may offer special promotions to enhance the marketing of its offerings, including the BUS offering. Such promotional offerings may be limited to certain plans, customers, locations, or services. When the Company, at its sole discretion, chooses to offer a promotional offering for its BUS service or any of the Optional Services listed in Section 3, OPTIONAL SERVICES, that may be offered to BUS customers, the Company shall notify the MPUC of such offering and publish such offering, including limitations as noted above in this Section, as an amendment to this Tariff. The Company retains exclusive right to advertise the availability of such promotions.

6) TAXES AND FEES

The Company is required to collect certain Federal, State and / or local taxes for services it provides. In addition, the Company is entitled to collect charges to reimburse it for its required participation in other programs including, but not limited to, the Federal Universal Service Fund, assessments for the implementation of local number portability and the provision of 911 services, and to impose other regulatory fees, charges or assessments that may be amended from time to time. Taxes, fees, and assessments are listed separately from all other charges on a customer's bill.

7) LIMITATIONS OF SERVICE

- a) If BUS service is not satisfactory at the CUSTOMER LOCATION, the Company shall recommend additional Company equipment pursuant to Section 2b, BUS PLAN TERMS AND CONDITIONS, and Section 10, PRICING.
 - i) Additional Company equipment may include a Fixed Wireless Unit or equipment that may also include an external, outdoor antenna and associated electronics. Such additional Company equipment may be affixed to a CUSTOMER LOCATION, may require a household power source, and may require that the additional Company equipment be connected to the inside wiring located within the CUSTOMER LOCATION. Such additional Company equipment is not capable of providing mobile service. Maintenance of additional Company equipment will be the responsibility of the Company except in cases where customer damage or abuse of the additional Company equipment is evident, normal wear and tear excepted. See Section 12, MAINTENANCE, for additional limitations to the Company's obligation to maintain additional Company equipment.
 - ii) If, pursuant to the options described in Section 2b, BUS PLAN TERMS AND CONDITIONS, the Company's network is not capable of providing satisfactory service at the time the request is made, the Company will, within 30 days, evaluate the obstacles to providing the requested phone service to that customer, and provide the customer with available options for the

provision of such service and the estimated time frame for implementing such options.

- iii) The Company will create a record of the instances in which a potential customer requests BUS service and the Company is unable to provide BUS service within 30 days of the time that the customer requests that service be initiated. Such records shall include any remedy proposed by the Company and provided to the customer. The Company will provide any such record(s) created and maintained by the Company to the Commission within 30 days upon notice or request by the Commission.

8) TERMS OF SERVICE

BUS service is offered on a month-to-month basis. Customers may cancel BUS service at any time by notifying the Company in person, in writing or by telephone. The notice requirements of Section 3 of the Company's STANDARD TERMS do not apply to BUS service. The early termination penalty as described in Section 3c of the Company's STANDARD TERMS shall be \$0.00 and such amount shall be stated on the Customer Service Agreement.

9) LIFELINE, LINKUP AND MINNESOTA'S TELEPHONE ASSISTANCE PLAN

- a) Lifeline, LinkUp and TAP are available to QUALIFYING CUSTOMERS, defined in Sections 9e and 9f, subscribing to the Company's BUS plan.
- b) Lifeline and TAP are available as a reduction to a Qualifying Customer's monthly recurring charge.
- c) LinkUp is only available at the initiation of service and other limitations may apply.
- d) Telephone service must be in the applicant's name to qualify for Lifeline, LinkUp or TAP. This discount applies on a single service at the principal place of residence for the applicant.
- e) QUALIFYING CUSTOMERS: The applicant must certify in writing under penalty of perjury, that the applicant participates in at least one of the following public assistance programs listed below to be eligible for Lifeline, LinkUp or TAP:
 - i) Medicaid/Medical Assistance
 - ii) Food Support (food stamps)
 - iii) Minnesota Family Investment Program (MFIP)
 - iv) Supplemental Security Income (SSI)
 - v) Federal Housing Assistance
 - vi) Low Income Home Energy Assistance (LIHEAP)

f) For persons living on a reservation, QUALIFYING CUSTOMERS include those participating in at least one of the programs listed below :

- i) Bureau of Indian Affairs General Assistance
- ii) Tribally administered Temporary Assistance for Needy Families
- iii) Head Start (only those meeting its income qualifying standard)
- iv) National School Lunch Program's free lunch program

g) When a customer is no longer participating in any of the qualifying programs listed in Section 9e or 9f, the customer is no longer eligible for Lifeline, LinkUp or TAP discounts and is obligated by law to notify the Company when such participation ends.

h) Lifeline, LinkUp and TAP discounts are shown in Section 10, PRICING.

10) PRICING

a) BUS Service, including unlimited local usage, described in Section 2, BUS PLAN TERMS AND CONDITIONS:

i) BUS Service: \$14.99 per month

b) Optional Services:

- i) Long Distance Calling: 15 cents per minute
- ii) Caller ID Number: \$4.95 per month
- iii) Call Waiting: \$4.95 per month
- iv) Call Forwarding: \$4.95 per month
- v) Directory Assistance: \$0.99 per call

c) Connection Charge described in Section 4.

i) Connection \$60 at service initiation

d) Additional Company Equipment described in Section 2b, BUS PLAN TERMS AND CONDITIONS, and Section 7, LIMITATIONS OF SERVICE.

- i) Fixed Wireless Unit, Customer Site \$10 per month
- ii) Other additional Company equipment No Charge

e) Lifeline, LinkUp and TAP Discounts for Qualifying Customers

i) Lifeline and TAP Discount: \$10.88

(1) Discount is equal to 1) \$6.50 Subscriber Line Charge, 2) Tier II support of \$1.75 based on Section 54.403 of the FCC's rules, 3) TAP support of \$1.75, and 4) Tier III support of \$0.88 based on Section 54.403 of the FCC's rules.

ii) LinkUp Discount: One-time 50% reduction to Connection Charge (see Section 10(c)) up to a maximum of \$30.

11) CALLING SCOPE

A CALLING SCOPE is a geographic area defined by area code and exchange prefix(es) (NPA-NXX) where BUS customers are permitted to originate and terminate calls at no additional charge. Calling Scopes are equivalent to the calling scopes of the incumbent local exchange carrier (ILEC) exchange(s) as shown below. The EXCHANGE is the CUSTOMER LOCATION.

Western Calling Scope

Exchange
Albany, MN
Avon, MN
Belgrade, MN
Brooten, MN
Eliosa, MN
Freeport, MN
Greenwald, MN
Gray Eagle, MN
Irving, MN
Melrose, MN
New Munich, MN
Paynesville, MN
Sauk Centre, MN
St. Martin, MN
Upsala, MN

Calling Scope
320-243 320-845
320-251 320-987
320-254
320-256
320-276
320-285
320-346
320-352
320-356
320-548
320-573
320-697
320-726
320-836
320-837

Central Calling Scope

Exchange
Annandale, MN
Clear Lake, MN
Clearwater, MN
Cold Spring, MN
Eden Valley, MN
Foley, MN
Foreston, MN
Gilman, MN
Holdingford, MN
Kimball, MN
Milaca, MN
Ramey, MN
Rice, MN
Richmond, MN
Royalton, MN
South Haven, MN
St. Cloud, MN
St. Joseph, MN
Watkins, MN

Calling Scope
320-202 320-393
320-203 320-398
320-229 320-453
320-236 320-529
320-240 320-534
320-251 320-558
320-252 320-584
320-253 320-597
320-255 320-650
320-259 320-654
320-271 320-656
320-274 320-685
320-294 320-743
320-307 320-746
320-321 320-764
320-355 320-968
320-363 320-982
320-374 320-983
320-387

Eastern Calling Scope

Exchange
Becker, MN
Big Lake, MN
Elk River, MN
Glendorado, MN
Princeton, MN
Zimmerman, MN

Calling Scope
763-241 763-441
763-243 763-482
763-261 763-631
763-262 763-633
763-263 763-634
763-274 763-662
763-389 763-856

12) MAINTENANCE

- a) Customers will be charged a Maintenance Fee of \$80.00 for the first hour and \$20.00 per additional quarter hour if a CMS representative or technician is dispatched to a CUSTOMER LOCATION at a customer's request for the pickup, removal or reinstallation of any additional Company equipment or the repair or replacement of equipment that has been misused or abused by the customer, normal wear and tear excepted. Customers will not be charged for normal installation or repair to any additional Company equipment necessary to provide service consistent with Section 1 of the STANDARD TERMS and Section 2b, BUS PLAN TERMS AND CONDITIONS, of this tariff. Customers will not be charged when returning a Fixed Wireless Unit in good working condition to a CMS business office during normal business hours or for the removal of any additional Company equipment when disconnecting BUS service. Customers must return Company equipment to the Company in person and may not mail or ship such equipment to the Company.
- b) CMS does not provide repair services for mobile handsets, customer premise wiring (which includes any wire(s) connecting Company equipment to customer premise wiring), or customer-provided telephones, answering machines, faxes, computer modems, etc. that are connected to customer premise wiring. Repair or replacement of mobile handsets sold by the Company is the sole responsibility of the customer subject to the terms and conditions of the handset manufacturer's warranty, a copy of which is provided with each handset purchased from the Company.

13) CHANGES IN PRICES FOR TERMS AND CONDITIONS OF BUS OFFERING

The Company shall provide written notice to BUS customers, the Commission, and the Minnesota Department of Commerce ("Department") 90 days prior to implementing changes to the Basic BUS Service rate (including changes in the prices, terms and conditions for additional Company equipment) or to other terms and conditions of the Company's BUS offering.

14) COMMISSION RIGHT TO INVESTIGATE CMS'S PROVISION OF BUS SERVICE

Upon a complaint, or a petition from the Department, or on the Commission's own motion, the Commission may investigate any change to the CMS tariff or STANDARD TERMS. In its review, the Commission may consider the effect of the change on service quality, availability, and affordability. After investigation, the Commission may find that the change is not consistent with the Commission's decision to approve CMS's federal Eligible Telecommunications Carrier ("ETC") status, and rescind the change or revoke CMS's federal ETC status.

15) WITHDRAWAL OF BUS SERVICE UPON REVOCATION OF ETC STATUS

The Company's offering of its BUS service is subject to, and is offered in conjunction with, its initial and continued designation as an ETC. If: (1) the Commission, pursuant to Section 14 above, the FCC, or a court with competent jurisdiction revokes CMS's federal ETC status, (2) a change to federal or state statutes or rules results in the revocation of CMS's federal ETC status, or (3) CMS chooses to revoke its ETC status consistent with federal and state statutes and rules applicable to a telecommunications carrier's designation as an ETC, CMS hereby expressly reserves the right to modify or withdraw its BUS service by providing written notice to BUS customers, the Commission, and the Department at least 90 days prior to any change to or cessation of BUS service. The Company will include in such notification a statement of its intent to continue offering at the Company's discretion, BUS or other Company services subject to the Company's service availability and pricing at the time any such determination to revoke or withdraw the Company's ETC status is made.

**16) COMMISSION AS ADVOCATE FOR BUS CUSTOMERS IN CASES OF
DISPUTES REGARDING BUS SERVICE**

BUS customers may file a complaint with the Minnesota Public Utilities Commission. The Commission's Consumer Affairs Office can be contacted at the following address or toll-free telephone number:

Minnesota Public Utilities Commission Consumer Affairs Office
121 7th Place East, Suite 350
St. Paul, MN 55101-2147
651-296-0408
TDD 651-297-1200
TOLL-FREE 1-800-296-0406

AGENT Cellular 2000

WE'VE GOT PEOPLE TALKING
Cellular Mobile Systems of St. Cloud
126 Division Street P.O. Box 687
Waite Park, MN 56387-0687
(P) 320-250-TALK (F) 320-252-8178
800-879-2991
37 North Benton Drive
Sauk Rapids, MN 56379
(P) 320-333-TALK (F) 320-333-7678
Web Address: www.cell-2000.com

AGENT

AGENT

ACT DATE	MOBILE NO.	CSR
ACCT NO	SALES I.D. #	BILLING CYCLE <input type="checkbox"/> 1ST-31ST <input type="checkbox"/> 16TH-15TH
REF/GROUP CODE	AUTH. USERS	

By signing this agreement, you agree to the terms and conditions of the Cellular 2000 Service Agreement. This agreement is a contract between you and Cellular 2000. It is not a contract between you and the Wireless Provider. The Wireless Provider is not a party to this agreement. The Wireless Provider is not responsible for the service provided by Cellular 2000. The Wireless Provider is not responsible for the service provided by Cellular 2000. The Wireless Provider is not responsible for the service provided by Cellular 2000.

<input type="checkbox"/> CO-APP <input type="checkbox"/> MAJOR <input type="checkbox"/> NEW NO. <input type="checkbox"/> NEW ACCT. NO. <input type="checkbox"/> EXISTING ACCT. NO. <input type="checkbox"/> EQP. ONLY <input type="checkbox"/> NAME CHANGE ONLY					
CREDIT APPLICATION AND CELLULAR SERVICE AGREEMENT					
APPLICANT 1			APPLICANT 2		
CUSTOMER NAME LAST	FIRST	INITIAL	CUSTOMER NAME LAST	FIRST	INITIAL
HOME ADDRESS (PHYSICAL)		<input type="checkbox"/> OWN <input type="checkbox"/> RENT	HOME ADDRESS (PHYSICAL)		<input type="checkbox"/> OWN <input type="checkbox"/> RENT
CITY/STATE		ZIP CODE	CITY/STATE		ZIP CODE
DRIVER'S LICENSE NO.		STATE	DRIVER'S LICENSE NO.		STATE
EMPLOYER		HOW LONG	EMPLOYER		HOW LONG
OCCUPATION		EMPLOYER PHONE	OCCUPATION		EMPLOYER PHONE
SOCIAL SECURITY NUMBER	DATE OF BIRTH	HOME PHONE	SOCIAL SECURITY NUMBER	DATE OF BIRTH	HOME PHONE
CREDIT REFERENCES - Established more than one year					
BANK		ACCT. NO.	PHONE		
REFERENCE		ACCT. NO.	PHONE		

MAILING ADDRESS (If different than above)

BILLING NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME OF PHONE USER		CONTACT PHONE NUMBER		

EQUIPMENT INFORMATION

PHONE MANUFACTURER	MODEL NAME	MODEL #	ESN
<input type="checkbox"/> PURCHASE <input type="checkbox"/> OTHER <input type="checkbox"/> SERVICE ONLY	PREFERRED INSTALLATION DATE/TIME		

SERVICE INFORMATION AND CHARGES (Cancellation of service or changes to service must be requested in writing.)

SERVICE CHARGES: ALL PLANS BILL ONE MONTH IN ADVANCE.		EQUIPMENT CHARGES:	
MONTHLY SERVICE PLAN	\$	PHONE	\$
FEATURE	\$	ACCESSORIES	PART # MFG. \$
FEATURE	\$		\$
FEATURE	\$		\$
FEATURE	\$		\$
OTHER	\$		\$
TOTAL MONTHLY CHARGES (NOT INCLUDING TAX)			
INITIAL CHARGES:		PROMOTION:	
ACTIVATION FEE (NON-REFUNDABLE)	\$	SUBTOTAL	
TAX	\$	TAX	
SECURITY DEPOSIT (CREDIT APPROVAL)	\$	INSTALLATION CHGS.	
TOTAL INITIAL CHARGES		TOTAL EQUIPMENT CHARGES	
		TOTAL DUE	

Contract Term: 12 months N/A Cancellation Fee (for termination prior to contract expiration): \$

EFFECT OF NEW CELLULAR SERVICE AGREEMENT: If you enter into another Cellular Service Agreement with the Company before the expiration of this Cellular Service Agreement, any time remaining on the term of this Cellular Service Agreement will be automatically added to the term of the New Cellular Service Agreement.

SPECIAL PLANS: If you are a member of a special plan, you agree to transfer your service to the new plan. If you are a member of a special plan, you agree to transfer your service to the new plan. If you are a member of a special plan, you agree to transfer your service to the new plan.

By signing below, Subscriber represents and warrants the truth and completeness of the above information, acknowledges having read all of the provisions of this Agreement including the terms and conditions on the reverse side of the Agreement, and acknowledges having received a copy of this Agreement. The Subscriber authorizes the Company to investigate Subscriber's credit-worthiness, authorizes any personal references or consumer reporting/credit agencies and/or financial institutions to furnish to the Company Subscriber's credit records or history, and authorizes the Company to furnish information concerning Subscriber's performance of this account to credit reporting agencies and others who may lawfully receive such information.

I understand that any minutes used outside of the Stearns, Benton or Sherburne County areas may not come through on my current months billing cycle due to the airline processing necessary between Wireless Providers. This may result in those minutes being carried over to another billing cycle. If this happens, the airline rate that is applied to additional minutes outside of your plan package may be applied to these minutes.

APPLICANT 1 SIGNATURE _____ DATE _____
APPLICANT 2 SIGNATURE _____ DATE _____
OR SALES CONSULTANT _____ DATE _____

OFFICE USE ONLY			
FORM OF PAYMENT	<input type="checkbox"/> INVOICE	CASH \$	CHECK AMT. \$
<input type="checkbox"/> VISA <input type="checkbox"/> MC	CREDIT CARD NO.	CREDIT CARD EXP.	REF. #.
ACT FEE / ADV PAY / DEPOSIT PAY / DATE IN ACCTG:			

WHITE COPY (OFFICE) YELLOW COPY (INVENTORY) PINK COPY (SALES) GOLD COPY (CUSTOMER)

TERMS AND CONDITIONS OF AGREEMENT

This is an agreement for personal communication service (the "Service") between the subscriber whose name appears on the reverse side ("You") and the wireless provider shown on the reverse side (the "Company"). This Agreement includes the terms and conditions on the face of this document, as well as those stated below. This Agreement shall only be binding and take effect when accepted and signed by the Company, and when the Company has activated Service for Your mobile telephone number. Prior to acceptance, the Company may reject a request for Service for any reason, including lack of credit approval for You.

1. Availability. Service is available to Your mobile telephone equipment ("the Unit") only when it is within the operating range of the Company's cellular system. You understand that Service may be interrupted, delayed or limited due to transmission limitations caused by atmospheric or topographical conditions, or due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, relocations, repairs and similar activities necessary or appropriate for the proper operation of the Service.

2. Use of Service. Service is furnished for Your use only. You have no property or ownership rights in Your mobile telephone number and the Company may change and reassign Your mobile telephone number assignment from time to time upon written notice to You. Each mobile telephone number can only appear in one Unit and one Electronic Serial Number ("E.S.N."). You are responsible for ensuring that the Unit is technically and operationally compatible with the wireless system and in conformance with applicable Federal Communications Commission ("FCC") rules and regulations. You will not use the Unit for any unlawful or abusive purpose or in such a way as to create damage or risk to the Company's business reputation, employees, facilities, or to third parties or the public generally. If Your use of the Unit adversely affects the Service provided to other customers, the Company reserves the right to terminate Service without notice.

3. Term/Rates/Termination. (a) Term. Provided Your request for Service is accepted by the Company, this Agreement will commence upon the activation of Service for Your mobile telephone number, and shall continue in effect until terminated in the manner as provided below. **(b) Rates.** If you choose a 12 month or 24 month contract term, the Company will notify You in writing at least 90 days prior to instituting any increase in the Service rates. During this 90 day period and before new rates become effective, You may terminate this Agreement by notifying the Company in writing of your intention to do so. If You do not terminate this Agreement during this 90 day period, the Agreement will remain in effect. If a contract term is not selected (as specified on the face hereof), the Company may increase or decrease the prices for Service, and the amended prices shall automatically and without written notice become part of the Agreement. Acceptance by the Company of Your advance payments or deposit shall not be deemed a waiver of the Company's right to increase or decrease prices at any time and shall not relieve you of Your obligation to pay such increased or decreased prices. The access charge for Service for the first month is payable upon Your execution of this Agreement and shall be returned to You if the Company does not accept Your Service request. The prices for Service are specified on the face hereof, and You agree to pay all charges for Service and Equipment billed to You in accordance with this Agreement. Service charges include all charges recorded to Your mobile telephone number, including calls You make and receive. Airtime and toll charges are billed in time increments specified by the Company, and actual airtime and toll use is rounded-up and billed in one minute increments. The Company reserves the right to amend the time increments upon reasonable notice. **(c) Termination.** You may terminate this Agreement and Service upon (30) days advance written notice. However, if the effective date of cancellation is prior to expiration date of the initial contract term (12 months or 24 months), You acknowledge this early termination will damage the Company in an amount that is difficult to determine and the cancellation fee (specified on the face hereof), is a reasonable estimate of the Company's damages. If You fail to pay any sum under this Agreement when due, breach any representations herein, fail to perform any obligations at the time and in the manner specified in this Agreement, or fail to maintain any Unit without damage or interference to the Company's business or facilities, the Company shall have the right to discontinue Service at any time without notice and/or terminate this Agreement. Upon termination of this Agreement for any reason, You are, and will remain, liable for the payment of all charges due the Company. Further, You may be subject to reactivation charges if service is subsequently reinstalled. The Company may, at its own discretion, give You an opportunity to remedy a breach of this Agreement, but You acknowledge that this will not mean the Company is waiving its right to demand Your compliance with this Agreement or its right to terminate this Agreement. **(d) Theft.** In the event Your mobile radio unit is stolen, You are liable for all usage and toll charges originating for Your mobile phone number until such time the theft is reported to the Company. Monthly charges continue until the Service is terminated.

4. Deposits. The Company may require a deposit from You to guarantee payment of charges for Service and may increase or decrease the amount of the deposit based on Your current estimated monthly charges and payment history. However, a deposit is not prepayment of charges. The Company has the right to apply all or part of the deposit toward any amount due and owing from You. Upon request from the Company, You must pay the amount necessary to maintain Your deposit at the limit established by the Company. The Company agrees to pay simple interest in the amount of 3% on the deposit until it is returned to You or unless it is forfeited for outstanding charges. At the one year anniversary date, you may request that Your account be evaluated for current payment history and the Company may return the deposit to You. If the Company determines that a deposit is no longer necessary, or if this Agreement is terminated, the Company will refund the deposit by applying it against any charges due and owing. Any remaining credit balance will be returned to You by check.

5. Billing and Payment of Charges. You are responsible for payment of all charges, including applicable taxes for Services furnished including usage charges (which are in addition to regular monthly service charges) for all calls made by You or received by You on the Unit, including any applicable landline access charges and toll charges resulting from the origination of calls to points outside the Company's local calling area and charges from other cellular telephone companies for services used by You in their local calling area. Monthly charges for cellular system access and for any optional Unit or Service features selected by You are billed one month in advance with charges prorated (if necessary) for beginning and ending months of Service. All charges for usage of airtime on the Unit are billed after they are incurred. You will be billed monthly and You are required to pay the full amount shown on each such invoice on or before the due date set forth on the invoice.

A FINANCE CHARGE shall be imposed for amounts billed and not paid in full by You on or before the due date set forth on the invoice. The Company calculates the FINANCE CHARGE on Your account by applying the periodic interest rate to the amount You owe on the last day of the billing cycle (including charges incurred and deducting payments made during the billing cycle). To avoid a FINANCE CHARGE, the total amount owing at the close of any billing period must be received by the Company prior to the closing date of the next following billing period. The FINANCE CHARGE applies to amounts incurred during any billing period previous to the current billing period. The periodic interest rate is one and one-half (1.5%) percent per month (ANNUAL PERCENTAGE RATE OF EIGHTEEN (18%) PERCENT), or the maximum interest rate permitted by law, whichever is less.

Subject to any applicable law, the Company may at any time change the terms of this account applicable to all customers, including the payment schedule and FINANCE CHARGE, effective on mailing a notice of the change to You. Any change may affect amounts owed on the date the change is effective as well as amounts due for charges incurred after the change.

The Company may, to the extent permitted by law, charge You a returned check fee of \$30.00 for any check presented to the Company for payment on Your account which is not honored for payment. The Company may, at its sole discretion, apply any payment made by You hereunder against any amount due and owing from You to the Company for Your purchase of the Unit. Upon notification of such action, You must pay the Company the amount due and owing for Service within the time specified in the Company's notice to You. You are required to reimburse the Company for its costs, including reasonable attorneys' fees, legal costs, collection fees and similar expenses incurred by the Company to enforce the provisions of this Agreement.

6. Notice of Defects. You shall, within 30 days after receipt of the monthly billing statement, notify the Company as to any insufficiencies or defects with respect to services rendered. In the event You fail to notify the Company within the time provision set forth above, then and in that event, all charges issued to You shall conclusively be presumed correct and You shall have waived any right to contest same in any subsequent legal proceeding, in connection with this Agreement. You will receive a copy of Your billing rights in Your 1st monthly billing statement. Retain a copy for Your records.

7. LIMITS OF LIABILITY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INTERRUPTIONS OR DELAYS IN TRANSMISSION, OR FOR ERRORS OR DEFECTS IN TRANSMISSION, OR FOR FAILURE TO TRANSMIT WHEN ANY SUCH PROBLEMS ARE CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES OR BY OTHER CAUSES BEYOND OUR CONTROL. THE COMPANY WILL NOT BE LIABLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES, AND NO CREDIT ALLOWANCE WILL BE GIVEN FOR INTERRUPTIONS CAUSED BY YOUR NEGLIGENCE OR BY YOUR WILLFUL ACTS, OR FOR INTERRUPTIONS CAUSED BY FAILURE OF SERVICE OTHER THAN THE COMPANY'S SERVICE, OR EQUIPMENT FAILURE OF ANY KIND. IF SERVICE IS EVER INTERRUPTED FOR MORE THAN TWENTY-FOUR (24) HOURS IN A MONTHLY BILLING PERIOD DUE TO THE COMPANY'S NEGLIGENCE OR BREACH OF THIS AGREEMENT, THE COMPANY WILL MAKE A CREDIT ALLOWANCE, AT YOUR REQUEST, IN THE FORM OF A PRO RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO YOU. HOWEVER, THE COMPANY WILL NOT CREDIT YOU FOR INTERRUPTIONS OF LESS THAN TWENTY-FOUR (24) HOURS IN A MONTHLY BILLING PERIOD. IN NO CASE SHALL THE CREDIT EXCEED THE MONTHLY BILLING PERIOD SERVICE CHARGE. THIS IS THE COMPANY'S COMPLETE LIABILITY TO YOU FOR INTERRUPTION OF SERVICE. THE COMPANY DISCLAIMS ALL LIABILITY FOR INTERRUPTIONS OF SERVICE ON ANY SYSTEM THAT IS NOT THE COMPANY'S.

8. Privacy of Your Wireless Phone. Cellular systems use radio channels to transmit voice and data communications over a complex network. Conversations are very difficult to intercept because of the network's unique design, which assigns calls randomly to any one of the hundreds of radio channels at various locations. Complete privacy of Your conversations on the wireless system cannot be guaranteed.

9. Assignment. The Company may assign in whole or part its right or duties under this Agreement without notice to You and upon such assignment the Company shall be released from all liability hereunder. You may assign this Agreement only upon prior written consent of the Company. Subject to this restriction, this Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors and assignees of the respective parties.

10. Governing Law and Regulations. This Agreement, including all matters relating to validity, construction, performance and enforcement thereof, shall be governed by applicable federal law, the regulations of the FCC, the laws and regulations of the state where Service is provided and by any tariff filed by the Company pursuant to such state's law. This Agreement is subject to amendment, modification or termination if required by such regulations or laws.

11. Your Copy. You represent and warrant to the company that You are of legal age, acknowledge that you have received a true copy of this Agreement and have read and clearly understand the terms of this Agreement, and if signing on behalf of a corporation or other entity, are fully authorized to sign on behalf of such entity. The party executing on behalf of an entity, by signature hereon, agrees to individually be jointly and severally liable for all charges due the Company pursuant to this Agreement.

12. Entire Agreement. This Agreement contains the entire agreement between the Company and You for Service hereunder, and You acknowledge that You are not relying on any prior or contemporaneous agreements, understandings, representations, negotiations of contracts, verbal or written, made by the Company, or any of its employees, representatives, sales agents, or affiliates other than expressly stated in writing in this Agreement.

Name	Latitude	Longitude
------	----------	-----------

Albany		
--------	--	--

Avon		
------	--	--

Becker		
--------	--	--

Belgrade		
----------	--	--

Big Lake		
----------	--	--

Birch Lake		
------------	--	--

Cable		
-------	--	--

Clearwater		
------------	--	--

CMS Office		
------------	--	--

Duelm		
-------	--	--

Elk River		
-----------	--	--

Foley		
-------	--	--

Holdingford		
-------------	--	--

Hospital		
----------	--	--

Kimball		
---------	--	--

Lake Koronis		
--------------	--	--

MTSO (Cell site & switch)		
---------------------------	--	--

New Munich		
------------	--	--

Norwest		
---------	--	--

Paynesville		
-------------	--	--

Rice		
------	--	--

Rockville		
-----------	--	--

Richmond		
----------	--	--

Saint Johns		
-------------	--	--

Saint Stevens		
---------------	--	--

Sartell East		
--------------	--	--

Sartell North		
---------------	--	--

Sauk Centre		
-------------	--	--

SCSU		
------	--	--

Zimmerman		
-----------	--	--



Wireless Home Phone Service

now available through

Cellular 2000
WE'VE GOT PEOPLE TALKING

\$14.95 per month

No Contract

Unlimited Local Calling

Long Distance (15¢ per minute)

800-879-2991

Lifeline and Link Up available to customers meeting low income criteria.

Cellular 2000 is a service of CMS of St. Cloud, LLC, and a registered trademark of Cellular 2000 Inc.

Qwest Exchanges which CMS Proposes to Include in its Service Area

Avon
Cold Spring
Elk River (Partial)
Foley
Holdingford
Princeton (Partial)
Royalton
Sauk Centre (Partial)
St. Cloud
St. Joseph

Rural ILEC Exchanges which CMS Proposes to Serve in Their Entirety

Company	Exchange
Citizens	Clear Lake
Citizens	Elrosa
Benton	Gilman
Melrose	Greenwald
Melrose	Melrose
Melrose	Richmond
Melrose	St. Martin
Sherburne County	Becker
Sherburne County	Big Lake

Rural ILEC Exchanges which CMS Proposes to Serve in Part

Company	Exchange
Citizens	Belgrade
Citizens	Clearwater
Citizens	Milaca
Mid-State	Brooten
Mid-State	Irving
Benton	Foreston
Benton	Ramey
Benton	Rice
Lakedale	Annandale
Lakedale	Paynesville
Lakedale	South Haven
Melrose	Eden Valley
Melrose	Grey Eagle
Melrose	Kimball
Melrose	Watkins
Sherburne County	Glendorado
Sherburne County	Zimmerman
Upsala	Upsala

Level of Disaggregation for Companies Whose Territories CMS Seeks to Redefine At or Below the Exchange Level

Trade Secret Information Has Been Excised

Company	Exchange	CMS Proposing to Serve?	Level of Disaggregation	Modeled Cost Per Line (TS)	Per Line Support Allocated by ILEC
Citizens	Adams	No	By exchange	\$8.49	
	Albion	No	By exchange	\$8.64	
	Alden	No	By exchange	\$8.49	
	Almelund	No	By exchange	\$5.92	
	Alvarado	No	By exchange	\$20.10	
	Arco	No	By exchange	\$22.09	
	Argyle	No	By exchange	\$0.00	
	Askov	No	By exchange	\$5.57	
	Atwater	No	By exchange	\$4.96	
	Aurora	No	By exchange	\$0.00	
	Babbitt	No	By exchange	\$4.70	
	Bear River	No	By exchange	\$22.69	
	Belgrade	Partial	By exchange	\$6.79	
	Big Falls	No	By exchange	\$11.35	
	Bigelow	No	By exchange	\$197.82	
	Blooming Prairie	No	By exchange	\$0.00	
	Boyd	No	By exchange	\$11.05	
	Brimson	No	By exchange	\$0.00	
	Brookston	No	By exchange	\$7.39	
	Brownsdale	No	By exchange	\$8.09	
	Butterfield	No	By exchange	\$5.41	
	Byron	No	By exchange	\$0.00	
	Cannon Falls	No	By exchange	\$0.00	
	Cherry Grove	No	By exchange	\$15.02	
	Claremont	No	By exchange	\$0.00	
	Clarkfield	No	By exchange	\$0.00	
	Clarks Grove	No	By exchange	\$0.00	
	Clear Lake	Yes	By exchange	\$0.00	
	Clearwater	Partial	By exchange	\$0.00	
	Comfrey	No	By exchange	\$10.90	
	Cosmos	No	By exchange	\$9.00	
	Cottonwood	No	By exchange	\$4.99	
	Crane Lake	No	By exchange	\$9.58	
	Cromwell	No	By exchange	\$6.64	
	Delano	No	By exchange	\$0.00	

Level of Disaggregation for Companies Whose Territories CMS Seeks to Redefine At or Below the Exchange Level
Trade Secret Information Has Been Excised

Company	Exchange	CMS Proposing to Serve?	Level of Disaggregation	Modeled Cost Per Line (TS)	Per Line Support Allocated by ILEC
	Delft	No	By exchange		\$0.00
	Denham	No	By exchange		\$10.86
	Dexter	No	By exchange		\$8.02
	Dodge Center	No	By exchange		\$0.00
	Ellendale	No	By exchange		\$8.02
	Elrosa	Yes	By exchange		\$10.34
	Ely	No	By exchange		\$4.87
	Embarrass	No	By exchange		\$8.05
	Ericksburg	No	By exchange		\$12.48
	Finlayson	No	By exchange		\$10.71
	Floodwood	No	By exchange		\$7.91
	Fountain	No	By exchange		\$10.11
	Garrison	No	By exchange		\$0.00
	Gateway	No	By exchange		\$0.00
	Ghent	No	By exchange		\$0.00
	Greaney	No	By exchange		\$17.79
	Hallock	No	By exchange		\$0.00
	Hanley Falls	No	By exchange		\$11.28
	Hardwick	No	By exchange		\$17.35
	Hayfield	No	By exchange		\$0.00
	Hazel Run	No	By exchange		\$0.00
	Hector	No	By exchange		\$9.21
	Herman	No	By exchange		\$0.00
	Hollandale	No	By exchange		\$11.59
	Hoyt Lakes	No	By exchange		\$0.00
	International Falls	No	By exchange		\$0.00
	Isabella	No	By exchange		\$77.47
	Isle	No	By exchange		\$0.00
	Jacobson	No	By exchange		\$21.73
	Jasper	No	By exchange		\$8.38
	Kabetogama	No	By exchange		\$11.03
	Kandiyohi	No	By exchange		\$5.05
	Kennedy	No	By exchange		\$12.07
	Kenyon	No	By exchange		\$5.79
	Kettle River	No	By exchange		\$12.18

**Level of Disaggregation for Companies Whose Territories CMS Seeks to Redefine At or Below the Exchange Level
Trade Secret Information Has Been Excised**

Company	Exchange	CMS Proposing to Serve?	Level of Disaggregation	Modeled Cost Per Line (TS)	Per Line Support Allocated by ILEC
	Kiester	No	By exchange		\$8.49
	Kimberly	No	By exchange		\$15.78
	Lake Lillian	No	By exchange		\$7.70
	Le Roy	No	By exchange		\$8.49
	Lindstrom	No	By exchange		\$0.00
	Little Fork	No	By exchange		\$9.09
	Lyle	No	By exchange		\$133.88
	Lynd	No	By exchange		\$13.06
	Malmo	No	By exchange		\$8.44
	Maple Plain	No	By exchange		\$0.00
	Mayer	No	By exchange		\$0.00
	McGrath	No	By exchange		\$12.47
	McGregor	No	By exchange		\$8.59
	Meadowlands	No	By exchange		\$11.88
	Milaca	Partial	By exchange		NA
	Mound	No	By exchange		\$0.00
	Mountain Lake	No	By exchange		\$0.00
	New Germany	No	By exchange		\$5.06
	Nickerson	No	By exchange		\$14.13
	Odin-Ormsby	No	By exchange		\$11.73
	Onamia	No	By exchange		\$5.26
	Oslo	No	By exchange		\$4.66
	Palisade	No	By exchange		\$8.33
	Palo	No	By exchange		\$9.16
	Pease	No	By exchange		\$6.06
	Prinsburg	No	By exchange		\$9.18
	Ranier	No	By exchange		\$0.00
	Raymond	No	By exchange		\$0.00
	Scandia-Marine	No	By exchange		\$0.00
	St. Bonifacius	No	By exchange		\$0.00
	Stephen	No	By exchange		\$10.95
	Sturgeon Lake	No	By exchange		\$7.30
	Svea	No	By exchange		\$7.87
	Taylors Falls	No	By exchange		\$0.00
	Tower	No	By exchange		\$0.00

**Level of Disaggregation for Companies Whose Territories CMS Seeks to Redefine At or Below the Exchange Level
Trade Secret Information Has Been Excised**

Company	Exchange	CMS Proposing to Serve?	Level of Disaggregation	Modeled Cost Per Line (TS)	Per Line Support Allocated by ILEC
	Two Harbors	No	By exchange		\$0.00
	Tyler	No	By exchange		\$0.00
	Wahkon	No	By exchange		\$5.77
	Wanamingo	No	By exchange		\$5.54
	Warba	No	By exchange		\$9.50
	Warren	No	By exchange		\$5.23
	Watertown	No	By exchange		\$0.00
	West Concord	No	By exchange		\$7.13
	Wheaton	No	By exchange		\$0.00
	Wright	No	By exchange		\$8.40
	Wyoming	No	By exchange		\$0.00
Benton	Bock	No	By exchange		\$14.89
	Foreston	Partial	By exchange		\$11.05
	Gilman	Yes	By exchange		\$10.03
	Ramey	Partial	By exchange		\$17.46
	Rice	Partial	By exchange		\$5.26
Melrose	Eden Valley	Partial	By exchange		\$6.08
	Greenwald	Yes	By exchange		\$9.14
	Grey Eagle	Partial	By exchange		\$9.14
	Kimball	Partial	By exchange		\$6.08
	Melrose	Yes	By exchange		\$2.28
	Richmond	Yes	By exchange		\$2.28
	St. Martin	Yes	By exchange		\$9.14
	Watkins	Yes	By exchange		\$6.08
Sherburne County	Becker	Yes	By exchange		\$8.28
	Big Lake	Yes	By exchange		\$1.10
	Glendorado	Partial	By exchange		\$8.28
	Zimmerman	Partial	By exchange		\$8.28
Mid-State	Brooten	Partial	Not disaggregated		\$16.04
	Danube	No	Not disaggregated		\$13.70
	Irving	Partial	Not disaggregated		\$13.99

**Level of Disaggregation for Companies Whose Territories CMS Seeks to Redefine At or Below the Exchange Level
Trade Secret Information Has Been Excised**

Company	Exchange	CMS Proposing to Serve?	Level of Disaggregation	Modeled Cost Per Line (TS)	Per Line Support Allocated by ILEC
	Kerkhoven	No	Not disaggregated		\$10.91
	Murdock	No	Not disaggregated		\$13.98
	New London	No	Not disaggregated		\$8.76
	Pennock	No	Not disaggregated		\$12.03
	Sedan	No	Not disaggregated		\$24.69
	Spicer	No	Not disaggregated		\$7.04
	Sunburg	No	Not disaggregated		\$22.70
	Terrace	No	Not disaggregated		\$23.71
Lakedale	Annandale	Partial	Not disaggregated		Support not targeted
	Maple Lake	No	Not disaggregated		Support not targeted
	Montrose	No	Not disaggregated		Support not targeted
	Paynesville	Partial	Not disaggregated		Support not targeted
	South Haven	Partial	Not disaggregated		Support not targeted
Upsala	Upsala	Partial			Support not targeted

Population Density in Exchanges which CMS Seeks to Serve in Part

Company	Exchange	County	MCD* Name	Population**	Population density/sq mi	Avg Pop Density/Sq Mi in Portion of Exchange CMS Proposes to Serve	Avg Pop Density/Sq Mi in Portion of Exchange CMS Proposes to Exclude
Benton Co-op Tel. Co.	Foreston	Benton	Maywood Township	870	24.17	24.17	26.76
Benton Co-op Tel. Co.	Foreston	Mille Lacs	Foreston City	401	11.14		
Benton Co-op Tel. Co.	Foreston	Mille Lacs	Milaca Township	1302	36.17		
Benton Co-op Tel. Co.	Foreston	Mille Lacs	Milo Township	1187	32.97		
Benton Co-op Tel. Co.	Ramey	Benton	Alberta Township	806	22.39	21.67	12.68
Benton Co-op Tel. Co.	Ramey	Benton	Graham Township	813	22.58		
Benton Co-op Tel. Co.	Ramey	Benton	Granite Ledge Township	721	20.03		
Benton Co-op Tel. Co.	Ramey	Mille Lacs	Page Township	657	18.25		
Benton Co-op Tel. Co.	Ramey	Morrison	Buckman Township	713	19.81		
Benton Co-op Tel. Co.	Ramey	Morrison	Hillman Township	169	4.69		
Benton Co-op Tel. Co.	Ramey	Morrison	Lakin Township	429	11.92		
Benton Co-op Tel. Co.	Ramey	Morrison	Morrill Township	675	18.75		
Benton Co-op Tel. Co.	Ramey	Morrison	Mount Morris Township	95	2.64		
Benton Co-op Tel. Co.	Rice	Benton	Langola Township	939	26.08	40.99	22.80
Benton Co-op Tel. Co.	Rice	Benton	Mayhew Lake Township	864	24.00		
Benton Co-op Tel. Co.	Rice	Benton	Rice City	773	21.47		
Benton Co-op Tel. Co.	Rice	Benton	Sauk Rapids Township	723	20.08		
Benton Co-op Tel. Co.	Rice	Benton	Watab Township	3002	83.39		
Benton Co-op Tel. Co.	Rice	Stearns	Brockway Township	2553	70.92		
Benton Co-op Tel. Co.	Rice	Morrison	Bellevue Township	1137	31.58		
Benton Co-op Tel. Co.	Rice	Morrison	Buckman Township	713	19.81		
Benton Co-op Tel. Co.	Rice	Morrison	Two Rivers Township	612	17.00		
Citizens Telecomm. Co. of MN	Belgrade	Stearns	Belgrade City	730	20.28	10.54	14.93
Citizens Telecomm. Co. of MN	Belgrade	Stearns	Crow Lake Township	334	9.28		
Citizens Telecomm. Co. of MN	Belgrade	Stearns	Crow River Township	343	9.53		
Citizens Telecomm. Co. of MN	Belgrade	Stearns	Getty Township	388	10.78		
Citizens Telecomm. Co. of MN	Belgrade	Stearns	Lake George Township	357	9.92		
Citizens Telecomm. Co. of MN	Belgrade	Stearns	North Fork Township	252	7.00		
Citizens Telecomm. Co. of MN	Belgrade	Stearns	Raymond Township	253	7.03		
Citizens Telecomm. Co. of MN	Belgrade	Kandiyohi	Burbank Township	522	14.50		
Citizens Telecomm. Co. of MN	Belgrade	Kandiyohi	Golfax Township	553	15.36		
Citizens Telecomm. Co. of MN	Clearwater	Sherburne	Clear Lake Township	1664	46.22	46.44	49.44
Citizens Telecomm. Co. of MN	Clearwater	Stearns	Fair Haven Township	1457	40.47		
Citizens Telecomm. Co. of MN	Clearwater	Stearns	Lynden Township	1894	52.61		
Citizens Telecomm. Co. of MN	Clearwater	Wright	Clearwater City	883	24.53		

*Minor Civil Division

**Source: 2002 Minnesota Census

Shaded areas represent the portions of each exchange which CMS proposes to exclude from its service area.

Population Density in Exchanges which CMS Seeks to Serve in Part

Company	Exchange	County	MCD* Name	Population**	Population density/sq mi	Avg Pop Density/Sq Mi in Portion of Exchange CMS Proposes to Serve	Avg Pop Density/Sq Mi in Portion of Exchange CMS Proposes to Exclude
Citizens Telecomm. Co. of	MClearwater	Wright	Clearwater Township	1396	38.78		
Citizens Telecomm. Co. of	MClearwater	Wright	Corinna Township	2461	68.36		
Citizens Telecomm. Co. of	MClearwater	Wright	Silver Creek Township	2380	66.11		
Citizens Telecomm. Co. of	MMilaca	Benton	Granite Ledge Township	721	20.03	20.03	34.00
Citizens Telecomm. Co. of	MMilaca	Mille Lacs	Bogus Brook Township	1154	32.06		
Citizens Telecomm. Co. of	MMilaca	Mille Lacs	Borgholm Township	1288	35.78		
Citizens Telecomm. Co. of	MMilaca	Mille Lacs	Dailey Township	268	7.44		
Citizens Telecomm. Co. of	MMilaca	Mille Lacs	Hayland Township	530	14.72		
Citizens Telecomm. Co. of	MMilaca	Mille Lacs	Milaca City	2606	72.39		
Citizens Telecomm. Co. of	MMilaca	Mille Lacs	Milaca Township	1302	36.17		
Citizens Telecomm. Co. of	MMilaca	Mille Lacs	Milo Township	1187	32.97		
Citizens Telecomm. Co. of	MMilaca	Mille Lacs	Page Township	1457	40.47		
Lakedale Tel. Co.	Annandale	Stearns	Lynden Township	1894	52.61	52.61	51.66
Lakedale Tel. Co.	Annandale	Wright	Annandale City	2713	75.36		
Lakedale Tel. Co.	Annandale	Wright	Clearwater Township	1396	38.78		
Lakedale Tel. Co.	Annandale	Wright	Corinna Township	2461	68.36		
Lakedale Tel. Co.	Annandale	Wright	French Lake Township	1153	32.03		
Lakedale Tel. Co.	Annandale	Wright	Southside Township	1576	43.78		
Lakedale Tel. Co.	Paynesville	Stearns	Crow River Township	343	9.53	23.01	10.74
Lakedale Tel. Co.	Paynesville	Stearns	Eden Lake Township	1569	43.58		
Lakedale Tel. Co.	Paynesville	Stearns	Lake Henry City	87	2.42		
Lakedale Tel. Co.	Paynesville	Stearns	Lake Henry Township	311	8.64		
Lakedale Tel. Co.	Paynesville	Stearns	Munson Township	1356	37.67		
Lakedale Tel. Co.	Paynesville	Stearns	Paynesville City	2305	64.03		
Lakedale Tel. Co.	Paynesville	Stearns	Paynesville Township	1387	38.53		
Lakedale Tel. Co.	Paynesville	Stearns	Roscoe City	109	3.03		
Lakedale Tel. Co.	Paynesville	Stearns	Spring Hill Township	428	11.89		
Lakedale Tel. Co.	Paynesville	Stearns	Zion Township	388	10.78		
Lakedale Tel. Co.	Paynesville	Kandiyohi	Burbank Township	522	14.50		
Lakedale Tel. Co.	Paynesville	Kandiyohi	Regal City	38	1.06		
Lakedale Tel. Co.	Paynesville	Kandiyohi	Roseville Township	600	16.67		
Lakedale Tel. Co.	South Haven	Stearns	Fair Haven Township	1457	40.47	46.63	35.59
Lakedale Tel. Co.	South Haven	Stearns	Lynden Township	1894	52.61		
Lakedale Tel. Co.	South Haven	Stearns	Maine Prairie Township	1685	46.81		

*Minor Civil Division

**Source: 2002 Minnesota Census

Shaded areas represent the portions of each exchange which CMS proposes to exclude from its service area.

Population Density in Exchanges which CMS Seeks to Serve in Part

Company	Exchange	County	MCD* Name	Population**	Population density/sq mi	Avg Pop Density/Sq Mi in Portion of Exchange CMS Proposes to Serve	Avg Pop Density/Sq Mi in Portion of Exchange CMS Proposes to Exclude
Lakedale Tel. Co.	South Haven	Meeker	Kingston Township	1274	35.39		
Melrose Tel. Co.	Eden Valley	Stearns	Eden Lake Township	1569	43.58	33.46	18.35
Melrose Tel. Co.	Eden Valley	Stearns	Luxemburg Township	658	18.28		
Melrose Tel. Co.	Eden Valley	Stearns	Paynesville Township	1387	38.53		
Melrose Tel. Co.	Eden Valley	Meeker	Eden Valley City	510	14.17		
Melrose Tel. Co.	Eden Valley	Meeker	Forest Prairie Township	888	24.67		
Melrose Tel. Co.	Eden Valley	Meeker	Manannah Township	622	17.28		
Melrose Tel. Co.	Eden Valley	Meeker	Union Grove Township	623	17.31		
Melrose Tel. Co.	Grey Eagle	Stearns	Melrose Township	779	21.64	21.64	17.10
Melrose Tel. Co.	Grey Eagle	Morrison	Elmdale Township	925	25.69		
Melrose Tel. Co.	Grey Eagle	Todd	Birchdale Township	801	22.25		
Melrose Tel. Co.	Grey Eagle	Todd	Burnhamville Township	749	20.81		
Melrose Tel. Co.	Grey Eagle	Todd	Burtrum City	137	3.81		
Melrose Tel. Co.	Grey Eagle	Todd	Grey Eagle City	336	9.33		
Melrose Tel. Co.	Grey Eagle	Todd	Grey Eagle Township	682	18.94		
Melrose Tel. Co.	Grey Eagle	Todd	Round Prairie Township	678	18.83		
Melrose Tel. Co.	Kimball	Stearns	Fair Haven Township	1457	40.47	44.07	19.14
Melrose Tel. Co.	Kimball	Stearns	Kimball City	619	17.19		
Melrose Tel. Co.	Kimball	Stearns	Maine Prairie Township	1685	46.81		
Melrose Tel. Co.	Kimball	Stearns	Rockville City	2585	71.81		
Melrose Tel. Co.	Kimball	Meeker	Forest City Township	675	18.75		
Melrose Tel. Co.	Kimball	Meeker	Kingston City	118	3.28		
Melrose Tel. Co.	Kimball	Meeker	Kingston Township	1274	35.39		
Melrose Tel. Co.	Watkins	Stearns	Luxemburg Township	658	18.28	32.54	25.83
Melrose Tel. Co.	Watkins	Stearns	Maine Prairie Township	1685	46.81		
Melrose Tel. Co.	Watkins	Meeker	Forest City Township	675	18.75		
Melrose Tel. Co.	Watkins	Meeker	Forest Prairie Township	888	24.67		
Melrose Tel. Co.	Watkins	Meeker	Kingston Township	1274	35.39		
Melrose Tel. Co.	Watkins	Meeker	Watkins City	882	24.50		
Mid-State Tel. Co.	Brooten	Stearns	Crow Lake Township	334	9.28	7.77	6.81
Mid-State Tel. Co.	Brooten	Stearns	North Fork Township	252	7.00		
Mid-State Tel. Co.	Brooten	Stearns	Raymond Township	253	7.03		
Mid-State Tel. Co.	Brooten	Pope	Bangor Township	218	6.06		
Mid-State Tel. Co.	Brooten	Pope	Brooten City	0	0.00		
Mid-State Tel. Co.	Brooten	Pope	Grove Lake Township	269	7.47		

*Minor Civil Division

**Source: 2002 Minnesota Census

Shaded areas represent the portions of each exchange which CMS proposes to exclude from its service area.

Population Density in Exchanges which CMS Seeks to Serve in Part

Company	Exchange	County	MCD* Name	Population**	Population density/sq mi	Avg Pop Density/Sq Mi in Portion of Exchange CMS Proposes to Serve	Avg Pop Density/Sq Mi in Portion of Exchange CMS Proposes to Exclude
Mid-State Tel. Co.	Brooten	Pope	Lake Johanna Township	147	4.08		
Mid-State Tel. Co.	Brooten	Kandiyohi	Colfax Township	553	15.36		
Mid-State Tel. Co.	Brooten	Kandiyohi	Norway Lake Township	284	7.89		
Mid-State Tel. Co.	Irving	Stearns	Paynesville Township	1387	38.53	38.53	18.38
Mid-State Tel. Co.	Irving	Kandiyohi	Irving Township	802	22.28		
Mid-State Tel. Co.	Irving	Kandiyohi	Roseville Township	600	16.67		
Mid-State Tel. Co.	Irving	Meeker	Manannah Township	622	17.28		
Mid-State Tel. Co.	Irving	Meeker	Union Grove Township	623	17.31		
Sherburne County Tel. Co.	Glendorado	Benton	Glendorado Township	813	22.58	64.26	33.64
Sherburne County Tel. Co.	Glendorado	Sherburne	Baldwin Township	5510	153.06		
Sherburne County Tel. Co.	Glendorado	Sherburne	Blue Hill Township	1058	29.39		
Sherburne County Tel. Co.	Glendorado	Sherburne	Palmer Township	2522	70.06		
Sherburne County Tel. Co.	Glendorado	Sherburne	Santiago Township	1664	46.22		
Sherburne County Tel. Co.	Glendorado	Mille Lacs	Greenbush Township	1211	33.64		
Sherburne County Tel. Co.	Zimmerman	Sherburne	Baldwin Township	1664	46.22	75.01	51.10
Sherburne County Tel. Co.	Zimmerman	Sherburne	Blue Hill Township	1058	29.39		
Sherburne County Tel. Co.	Zimmerman	Sherburne	Livonia Township	4442	123.39		
Sherburne County Tel. Co.	Zimmerman	Sherburne	Orrock Township	3032	84.22		
Sherburne County Tel. Co.	Zimmerman	Sherburne	Zimmerman City	3305	91.81		
Sherburne County Tel. Co.	Zimmerman	Isanti	Spencer Brook Township	1541	42.81		
Sherburne County Tel. Co.	Zimmerman	Isanti	Stanford Township	2138	59.39		
Upsala Coop Tel. Assn.	Upsala	Stearns	Holding Township	1144	31.78		
Upsala Coop Tel. Assn.	Upsala	Stearns	Krain Township	892	24.78		
Upsala Coop Tel. Assn.	Upsala	Stearns	Millwood Township	998	27.72	28.09	16.75
Upsala Coop Tel. Assn.	Upsala	Todd	Burnhamville Township	749	20.81		
Upsala Coop Tel. Assn.	Upsala	Todd	Grey Eagle Township	682	18.94		
Upsala Coop Tel. Assn.	Upsala	Morrison	Elmdale City	99	2.75		
Upsala Coop Tel. Assn.	Upsala	Morrison	Elmdale Township	925	25.69		
Upsala Coop Tel. Assn.	Upsala	Morrison	Swan River Township	770	21.39		
Upsala Coop Tel. Assn.	Upsala	Morrison	Swanville Township	562	15.61		
Upsala Coop Tel. Assn.	Upsala	Morrison	Two Rivers Township	612	17.00		
Upsala Coop Tel. Assn.	Upsala	Morrison	Upsala City	425	11.81		

*Minor Civil Division

**Source: 2002 Minnesota Census

Shaded areas represent the portions of each exchange which CMS proposes to exclude from its service area.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ^{ss}

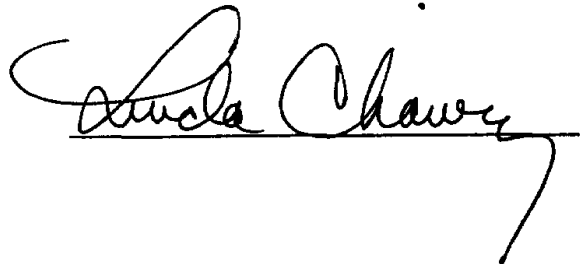
AFFIDAVIT OF SERVICE

I, **Linda Chavez**, on the **7th** day of **April, 2004**, served the attached
Minnesota Department of Commerce - Comments

Docket Number(s): **PT 6201/M-03-1618**

- X by depositing in the United States Mail at the City of St. Paul, a true and correct copy thereof, properly enveloped with postage prepaid.
- X by personal service
 - by express mail
 - by delivery service

to all persons at the addresses indicated below or on the attached list:



PT6201/M-03-1618

TS
Burl W. Haar, Exec Sec
MN Public Utilities Commission
350 Metro Square Bldg
121 7th Place East
St. Paul, MN 55101-2147

TS
Linda Chavez (4)
MN Dept of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198

Julia Anderson / Linda S. Jensen TS
Attorney General's Office
1400 NCL Tower
445 Minnesota St
St. Paul, MN 55103-2106

TS
Curt Nelson
Attorney General's Office-RUD
900 NCL Tower
445 Minnesota Street
St. Paul, MN 55101

TS
Caressa D. Bennet
Bennet & Bennet, PLLC
1000 Vermont Ave. NW, 10th Floor
Washington, DC 20005

Timothy Boie
Cellulr Mobile Systems of St. Cloud
PO Box 687
110 W. Division St.
Waite Park, MN 56387

Brent G. Eilefson, Esq.
Leonard, Street and Deinard, P.A.
150 S. 5th St., Ste. 2300
Minneapolis, MN 55402

Gregory Merz, Attorney
Gray, Plant, Mooty, Mooty & Bennett
3400 City Center
33 S. 6th St.
Minneapolis, MN 55402

Exhibit C – List of Exchanges

Exhibit C

Rural LEC Exchanges which CMS completely serves

LEC	Exchanges
Citizens	Clear Lake Elrosa
Benton	Gilman
Melrose	Greenwald Melrose Richmond St. Martin
Sherburne	Becker Big Lake